



JIM McDONNELL, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169



*A Tradition of Service*

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

June 30, 2015

42 June 30, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE MODIFICATION NUMBER TWELVE TO THE LAW ENFORCEMENT  
SERVICES AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks authority to extend the term of the Law Enforcement Services Agreement Number 77032/Contract Number PS2610LASD (Agreement) between the County of Los Angeles (County) and the Los Angeles County Metropolitan Transportation Authority (Metro), for a period of one year, from July 1, 2015, through June 30, 2016.

**IT IS RECOMMENDED THAT THE BOARD:**

Delegate authority to the Sheriff, as an agent for the County, to execute Modification Number Twelve (Modification) to the Agreement for Transit Community Policing Services with Metro, extending the term of the Agreement for one year, from July 1, 2015, through June 30, 2016, at a maximum annual cost not to exceed \$102,851,601. The total not to exceed contract sum is \$568,627,498.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the Modification to this Agreement is to provide Metro with law enforcement services for an additional year, from July 1, 2015, through June 30, 2016. The Agreement was approved by the Board on June 30, 2009, and will expire on June 30, 2015.

Metro completed an extensive public safety audit in 2014. However, Metro is in the process of reviewing the audit findings and implementing the necessary corrective measures. Metro is also in the process of deciding what contract changes they will require in the next Request for Proposal

(RFP). It is in the best interest of Metro and the County to extend the term of the current Agreement in order for Metro and the Department to review the audit findings and make plans for adjusting Transit Community Policing Services provided to Metro. An extension of the Agreement for one year through June 30, 2016, will allow for the continued provision of law enforcement services by the Department, while the parties negotiate a new agreement for law enforcement services.

The Agreement with Metro has provided benefits to the County as a whole, primarily resulting in greater visibility and faster response times to all Metro related incidents. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disaster, and emergency. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving Metro within the County.

### **Implementation of Strategic Plan Goals**

This Modification relates to the County's Strategic Plan, Goal 3, Integrated Services Delivery, by providing and maintaining a law enforcement presence throughout Metro's rail and bus systems.

### **FISCAL IMPACT/FINANCING**

None. During the extension period, Metro shall pay the Department for the services according to the appropriate and prevailing billing rates, as determined by the County's Auditor-Controller for Fiscal Year (FY) 2015-16. The Agreement specifies that the billing rates are adjusted at the beginning of every fiscal year, as determined by the County's Auditor-Controller, pursuant to policies and procedures adopted by the Board. With the increased billing rates for FY 2015-16, and the additional service for the planned opening of the Gold and Expo line extensions, the maximum annual cost of the Agreement will increase by \$13,964,625 for a maximum annual cost not to exceed \$102,851,601 for the extension period.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Modification of the Agreement will: (1) allow for the continued provision of law enforcement services to Metro by the Department from July 1, 2015, through June 30, 2016; (2) update the billing rates for FY 2015-16; and (3) additional service for the planned opening of the Gold and Expo line extensions, and increase the maximum annual cost by \$13,964,625 for a total maximum annual cost not to exceed \$102,851,601. All other terms and conditions of the Agreement remain the same and in full force and effect. Per the County's Chief Executive Office, Risk Management Branch, the liability surcharge continues to be suspended during FY 2015-16, due to the existence of surplus monies in the Metro Liability Trust Fund.

The Modification has been approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There are no anticipated negative impacts in the County. The Modification will continue the quality of law enforcement services and public safety to the citizens who rely on Metro for transportation within the County. Both the County and Metro benefit from the collaborative effects from utilizing County resources in the most efficient manner.

**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looped "J" and "M".

JIM McDONNELL

Sheriff

JM:RTM:dt

Enclosures

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. PS2610LASD**

**MODIFICATION NO. 12**

**MEMORANDUM OF UNDERSTANDING**

**FOR TRANSIT COMMUNITY POLICING SERVICES**

**BETWEEN**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**AND**

**COUNTY OF LOS ANGELES**

This Modification No. 12 to Contract No. PS2610LASD is made and entered into this 1st day of July 2015, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "Metro" or "MTA," and the COUNTY OF LOS ANGELES, hereinafter referred to as "LASD."

### RECITALS

WHEREAS, LASD and MTA entered into Contract No. PS2610LASD, effective July 1, 2009 and Modifications No. 1, 2 3, 4, 5, 6, 7, 8, 9, 10, and 11, effective December 10, 2009, July 22, 2010, June 22, 2011, August 4, 2011, September 22, 2011, November 11, 2011, August 1, 2012, August 15, 2012, September 1, 2013, June 5, 2014, and January 1, 2015 respectively, the "Contract" and;

WHEREAS, LASD and MTA desire to amend the Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

#### SECTION 2: PERIOD OF PERFORMANCE

The period of performance is hereby extended for one year from July 1, 2015 through June 30, 2016.

#### SECTION 3.B: PRICE SCHEDULE

Attachment B, Price Schedule, of the Contract is deleted in its entirety and replaced with the attached revised Attachment B, Price Schedule, which shall be effective from July 1, 2015 through June 30, 2016.

#### SECTION 3.C: PAYMENT AND COMPENSATION FOR SERVICES

The Contract's Not-To-Exceed amount for transit community policing services for the period from July 1, 2015 through June 30, 2016 shall be \$102,851,601. Based on the foregoing, the revised Contract's Not-To-Exceed amount for the term of the Contract is hereby increased from \$465,775,897 to \$568,627,498.

Except as expressly modified herein, the Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Modification No. 12 to the Contract to be executed by their respective authorized representatives.

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

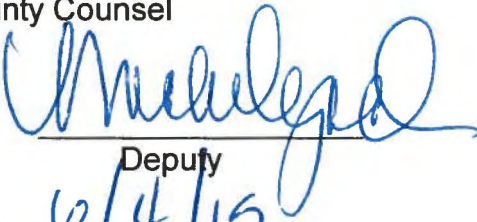
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jim McDonnell, Sheriff

Date: \_\_\_\_\_

APPROVED AS TO FORM  
MARK J. SALADINO  
County Counsel

By:



Deputy

Date:

6/4/15

## ATTACHMENT B

### SERVICE UNITS BY POSITION AND OTHER COSTS

| Service Units                   | Number | Unit Cost     | Annual Cost              |
|---------------------------------|--------|---------------|--------------------------|
| 40 Hour One Deputy Units        | 8      | \$ 270,852.68 | \$ 2,166,821.43          |
| 56 Hour Two Deputy Units        | 61     | \$ 758,387.50 | \$ 46,261,637.58         |
| 56 Hour One Deputy Units        | 77.5   | \$ 379,193.75 | \$ 29,387,515.68         |
| Non-Relieved Deputy Units       | 7      | \$ 246,229.71 | \$ 1,723,607.96          |
| MET Deputy                      | 4      | \$ 260,311.18 | \$ 1,041,244.71          |
| Team Leaders                    | 13     | \$ 260,311.18 | \$ 3,384,045.31          |
| Team Leader - Motor Officer     | 1      | \$ 270,275.34 | \$ 270,275.34            |
| Non-Relieved Sergeant Units     | 3      | \$ 298,778.89 | \$ 896,336.67            |
| Canine Deputy                   | 11     | \$ 260,311.18 | \$ 2,863,422.95          |
| Motor Units                     | 24     | \$ 255,419.39 | \$ 6,130,065.31          |
| Access Services Investigator    | 2      | \$ 166,253.60 | \$ 332,507.20            |
| Security Assistant              | 106    | \$ 59,651.46  | \$ 6,323,054.39          |
| <b>Subtotal</b>                 |        |               | <b>\$ 100,780,534.53</b> |
|                                 |        |               |                          |
| Special Overtime Fund           |        |               | \$ 1,800,000.00          |
| WC/UI                           | 6.21%  |               | \$ 98,544.20             |
| Metro Liason (120 Day Contract) |        |               | \$ 51,000.00             |
| Canine Support                  |        |               | \$ 71,522.00             |
| <b>Subtotal</b>                 |        |               | <b>\$ 2,021,066.20</b>   |
|                                 |        |               |                          |
| Liability Insurance             | 0.00%  |               | \$ -                     |
| Training Fund                   |        |               | \$ 50,000.00             |
| <b>Total Supplemental Cost</b>  |        |               | <b>\$ 2,071,066.20</b>   |
|                                 |        |               |                          |
| <b>Total Contract Cost</b>      |        |               | <b>\$ 102,851,600.72</b> |